

LICENSE AGREEMENT

THIS AGREEMENT made as of the 17th day of March, 1977, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, organized under the laws of the Commonwealth of Massachusetts (hereinafter called the "Authority") and ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the Boston and Maine Corporation (hereinafter called "the Licensee").

W I T N E S S E T H

WHEREAS, the Authority is the owner of certain premises located in the South Station Urban Renewal Project Area, which premises are not immediately required for redevelopment purposes; and

WHEREAS, the Licensee is desirous of locating a temporary trailer to house the supervisors of the Licensee who will be operating the commuter service from South Station commencing Sunday, March 13, 1977.

NOW THEREFORE, in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars per month and the mutual promises contained herein, the parties hereto agree as follows:

1. The Authority grants to the Licensee the right to occupy and use that certain area of the premises shown on the attached plan and outlined in red only for the purpose of locating a temporary trailer to house the supervisors of the Licensee who will be operating commuter service from the South Station commencing on March 13, 1977. The Licensee covenants that it will not occupy or use the Premises, nor allow it to be occupied or used for any purposes other than those for which this License is granted, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.

2. The Licensee agrees to defray all expenses incurred in the maintenance, occupancy, use, and/or operation of the Premises licensed pursuant to this Agreement including those costs, legal or otherwise, incurred in securing approval from the Building Department of the City of Boston for the use of the Premises in the manner contemplated by this agreement. The Licensee further agrees to return the Premises, on the termination of this agreement, to the Authority in the same condition they were in when occupied by said Licensee or to insure the return to the Authority of the Premises free of all debris, non-indigenous material, and interior construction which might be placed on the premises by said Licensee during the duration of this agreement. The Licensee further agrees that there will be no liability whatsoever on the part of the Authority arising out of the premises occupied by the Licensee pursuant to this agreement.

3. The Licensee agrees to obtain Insurance respecting its occupancy and use of the Premises as follows: Bodily Injury, not less than One Million Dollars (\$1,000,000.) for injuries or death sustained by any one person, and not less than Two Million Dollars (\$2,000,000.) for injuries or death sustained by persons for each occurrence, Property Damage, not less than Five Hundred Thousand Dollars (\$500,000.) for each occurrence, and Personal Injury, not less than One Hundred Thousand Dollars (\$100,000.) per person, and not less than (\$300,000.) aggregate.

4. The Licensee agrees to pay, indemnify, and save harmless the Authority from all suits, actions, claims, demands, damages, or losses, expenses and/or costs of every kind and description to which the Authority may be subjected or put by reason of injury (including death) to persons or property resulting from

the occupancy or condition of the premises including but not limited to claims growing out of any act of commission or omission of the Licensee its agents, servants, employees, visitors, guests, or any person or corporation dealing with the Licensee in any way in the occupancy and use of the Premises, the Authority shall give notice of any such suits, actions, claims, demands, damages, losses, expenses, or costs to the Licensee forthwith, and the Authority shall not object to the intervention of the Licensee in any suit arising out of such claims, demands, losses, expenses, or costs.

5. The effective date of this Agreement shall be _____, 1977, and this Agreement shall remain in effect subject to the right of either party to terminate the Agreement at will by giving not less than thirty (30) days prior written notice to the other party.

6. If the Licensee shall neglect or fail to perform or observe any of the provisions of the Agreement for more than thirty (30) days after notice thereof, the Authority may, without demand or further notice, enter into the Premises and repossess the same and expel the Licensee and those claiming under it and remove its effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for any preceding breach of covenant, and upon entry as aforesaid this Agreement shall terminate. The Licensee covenants that in case of such termination it will indemnify the Authority against all losses or expense which may occur by reason of such termination. Nothing contained in this paragraph shall be construed to limit or affect in any way the right of either party to terminate as set forth in paragraph 5.

7. All notices to the Authority shall be addressed to it at:

Boston Redevelopment Authority
c/o Robert F. Walsh, Director
City Hall
Boston, Massachusetts

and notices to the Licensee shall be address to it at:

Boston and Maine Corporation
Boston Division
c/o G. F. Gallagher, Superintendent
North Station
Boston, MA. 02114

Notice shall be sufficient if given by Registered or Certified Mail, postage prepaid, return receipt requested, addressed to the party at its address set forth above, and shall be effective when received.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Witness:

Charles J. Speleda

BOSTON REDEVELOPMENT AUTHORITY

By Kane Simonian
KANE SIMONIAN
EXECUTIVE SECRETARY

ROBERT W. MESERVE and BENJAMIN
H. LACY, Trustees of the Property of
BOSTON AND MAINE CORPORATION,
Debtor

Jane Brophy

By Benjamin H. Lacy
BENJAMIN H. LACY
As Trustee, and not individually

Approved by the
Board of Directors

JDM